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CONFIDENTIAL

Amendment No. 1

This Amendment No. 1 entered into this 26th day of March 1958, between the United States of America (hereinafter called the Government) represented by the Contracting Officer executing this amendment and [redacted] (hereinafter called the Contractor)

WITNESSETH:

WHEREAS, there exists between the parties hereto a contract known and designated as [redacted] which hereinafter referred to as the contract"; and,

WHEREAS, the Contractor and the Government have agreed that certain changes in the contract are necessary for the allowance of partial payments and to extend the contract delivery date to April 30, 1958,

WHEREAS, it has been determined that the assignment of subject contract pursuant to Article 8 of the General Provisions for purposes of financing the project by the Contractor would not be to the best interests of the Government due to certain restrictive security requirements and,

WHEREAS, it has been determined that the work under this contract has been more than 80% completed and,

WHEREAS, it has been determined that a partial payment provision should be incorporated in the contract in order to permit the Contractor to effectively complete the work as originally contemplated,

NOW THEREFORE, the parties hereto agree as follows:

PARTIAL PAYMENTS.

Partial payments, which are hereby defined as payments prior to delivery, on work in progress for the Government under this contract, may be made upon the following terms and conditions:

(a) The Contracting Officer may, from time to time, authorize partial payments to the Contractor upon property acquired or produced by it for the performance of this contract; Provided, that such partial payments shall not exceed 75 percent of the cost to the Contractor of the property upon which payment is made, which cost shall be determined from evidence submitted by the Contractor and which must be such as is satisfactory to the Contracting Officer; Provided further, that in no event shall the total of unliquidated partial payments [see (c) below] and of unliquidated advance payments if any, made under this contract, exceed 80 percent of the total contract price of supplies still to be delivered.

Transmission or revelation of its contents in any manner to an unauthorized person is prohibited by law.

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(b) Upon the making of any partial payment under this contract, title of all parts, materials, inventories, work in process and nonfurnable tools theretofore acquired or produced by the Contractor for the performance of this contract and properly chargeable thereto under sound accounting practice, shall forthwith vest in the Government; and title to all like property thereafter acquired or produced by the Contractor for the performance of this contract and properly chargeable thereto as aforesaid shall vest in the Government forthwith upon said acquisition or production; Provided, that nothing herein shall deprive the Contractor of any further partial or final payments due or to become due hereunder or relieve the Contractor or the Government of any of their respective rights or obligations under this contract.

(c) In making payment for the supplies furnished hereunder, there shall be deducted from the contract price therefor a proportionate amount of the partial payments theretofore made to the Contractor, under the authority herein contained.

(d) It is recognized that property (including, without limitation, completed supplies, spare parts, drawings, information, partially completed supplies, work in process, materials, fabricated parts and other things called for herein) title to which is or may hereafter become vested in the Government pursuant to this clause will from time to time be used by or put in the care, custody or possession of the Contractor in connection with the performance of this contract. The Contractor, either before or after receipt of notice of termination for the convenience of the Government, may acquire or dispose of property to which title is vested in the Government under this clause, upon terms approved by the Contracting Officer; Provided, that after receipt of notice of termination any such property that is a part of termination inventory may be acquired or disposed of only in accordance with the provisions of the clause of this contract entitled, Termination for the Convenience of the Government and applicable laws and regulations. The agreed price (in case of acquisition by the Contractor) or the proceeds received by the Contractor (in case of any other disposition), shall, to the extent that such price and proceeds do not exceed the unliquidated balance of partial payments hereunder, be paid or credited to the Government as the Contracting Officer shall direct; and such unliquidated balance shall be reduced accordingly. Current production scrap may be sold by the Contractor without approval of the Contracting Officer, but the proceeds will be applied in this paragraph (d), provided that any such scrap which is a part of termination inventory may be sold only in accordance with the provisions of the termination article of this contract and applicable laws and regulations. Upon liquidation of all partial payments hereunder or upon completion of deliveries called for by this contract, title to all property (or the proceeds thereof) which has not been delivered to and accepted by the Government under this contract or which has not been incorporated in supplies delivered to and accepted by the Government under this contract and to which title has vested in the Government under this clause shall vest in the Contractor.

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(c) The provisions of this Amendment No. 1 shall not relieve the Contractor from risk of loss or destruction of or damage to property to which title vests in the Government under the provisions hereof.

All other conditions and specifications set forth in the contract remain in effect and unchanged.

IN WITNESS WHEREOF, each of the parties hereto has executed this Amendment as of the day and year first above written.

UNITED STATES OF AMERICA

BY: [redacted] 25X1

TITLE: Contracting Officer

[redacted] 25X1

BY: [redacted] 25X1

TITLE: [redacted]

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